

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**FIRST AMENDED CHARGE AGAINST EMPLOYER****INSTRUCTIONS:****DO NOT WRITE IN THIS SPACE**

Case

Date Filed

14-CA-297531

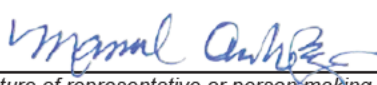
October 20, 2022

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Starbucks Corporation		b. Tel. No. (206) 318-2212
		c. Cell No.
d. Address (Street, city, state, and ZIP code) 3616 N. May Ave., Oklahoma City, OK 73112	e. Employer Representative Howard Schultz (see attached for (b) (6), (b) (7)(C))	f. Fax No.
		g. e-mail hschultz@starbucks.com
		h. Number of Workers Employed 28
i. Type of Establishment (factory, mine, wholesaler, etc.) Retail	j. Identify Principal Product or Service Coffee	
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		

Please see attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Workers United a/w SEIU	
4a. Address (Street and number, city, state, and ZIP code) 22 S 22ND ST, PHILADELPHIA, PA 19103	4b. Tel. No. (646)448-6414
	4c. Cell No.
	4d. Fax No. (215)575-9065
	4e. e-mail rminter@pjbwu.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) SEIU	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  (signature of representative or person making charge) </div> <div style="width: 45%;"> Manuel Quinto-Pozos, Attorney (Print/type name and title or office, if any) Date: <u>10/20/2022</u> </div> </div>	
Address: 8104 N. Mopac Expy., Building 4, Suite 250, Austin TX 78759	Tel. No. (512) 474-6200 Office, if any, Cell No. Fax No. (512) 474-7896 e-mail mqp@ddollaw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to First Amended Charge Against Employer – Starbucks Corporation
NLRB Region 14**

Section 1(e) – Employer Representative

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @starbucks.com

Section 2. – Basis of the Charge

Within the past six months, the Employer, by its officers and agents, has interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in section 7 of the Act by creating a coercive and hostile environment meant to intimidate and prevent its employees from supporting Workers United, a labor organization, including taking the following actions:

- A. Modifying terms and conditions of employment (removal of store manager) following employees' union activities;
- B. Conducting mandatory captive audience meetings;
- C. Making promises of benefits to employees during captive audience meetings;
- D. Stating that the union would “bargain from scratch” or similar words to that effect if employees voted to be represented by a union;
- E. Threatening employees with the loss of wages and/or benefits (including the loss of gender-affirming healthcare for transgender employees), and with less desirable working conditions if they voted to be represented by a union;
- F. Stating that stores that do not petition for unionization will receive pay raises, that stores that do petition for unionization will not receive raises during contract negotiations, that contract negotiations would last 12-14 months (during which time no raises would be given) and that if the store voted against the union, it would receive pay raises;
- G. Stating that unionization would result in more employee discipline;
- H. Enforcing and/or threatening to enforce the rule against recordings to prohibit Section 7 Activity;
- I. Making coercive statements to employees about Workers United to undermine support for the Union; and
- J. Making statements that conveyed to employees it would be futile for employees to vote to be represented by the Workers United.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

STARBUCKS CORPORATION

and

WORKERS UNITED

**Cases 14-CA-294830
14-CA-296504
14-CA-296656**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 14-CA-294830, 14-CA-296504, and 14-CA-296656 which are based on charges filed by Workers United (Union) against Starbucks Corporation (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1.

(a) The charge in Case 14-CA-294830 was filed by the Union on April 28, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(b) The amended charge in Case 14-CA-294830 was filed by the Union on June 6, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(c) The charge in Case 14-CA-296504 was filed by the Union on May 26, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(d) The first amended charge in Case 14-CA-296504 was filed by the Union on June 9, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(e) The second amended charge in Case 14-CA-296504 was filed by the Union on July 1, 2022, and a copy was served on Respondent by U.S. mail on July 6, 2022.

(f) The third amended charge in Case 14-CA-296504 was filed by the Union on July 15, 2022, and a copy was served on Respondent by U.S. mail on July 18, 2022.

(g) The fourth amended charge in Case 14-CA-296504 was filed by the Union on December 12, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(h) The charge in Case 14-CA-296656 was filed by the Union on May 27, 2022, and a copy was served on Respondent by U.S. mail on May 31, 2022.

(i) The first amended charge in Case 14-CA-296656 was filed by the Union on October 20, 2022, and a copy was served on Respondent by U.S. mail on October 21, 2022.

(j) The second amended charge in Case 14-CA-296656 was filed by the Union on December 6, 2022, and a copy was served on Respondent by U.S. mail on December 7, 2022.

2.

(a) At all material times, Respondent has been a Washington corporation with offices and places of business throughout the United States, including locations at 1123 NW 63rd Avenue, Nichols Hills, Oklahoma (Respondent's Nichols Hills Store) and 132 NW 23rd Street, Oklahoma City, Oklahoma (Respondent's 23rd and Robinson Store), and has been engaged in operating public restaurants selling food and beverages.

(b) In conducting its operations during the 12-month period ending November 30, 2022, Respondent derived gross revenues in excess of \$500,000.

(c) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Nichols Hills Store goods valued in excess of \$50,000 directly from points outside of the State of Oklahoma.

(d) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its 23rd and Robinson Store goods valued in excess of \$50,000 directly from points outside of the State of Oklahoma.

(e) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

-

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

-

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

-

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

-

(b) (6), (b) (7)(C)

5.

(a) About December 9, 2021, Respondent, by (b) (6), (b) (7)(C), via text message prohibited employees from discussing the Union while permitting employees to talk about other non-work subjects.

(b) About December 9, 2021, Respondent, by (b) (6), (b) (7)(C), via phone, prohibited employees from discussing the Union while permitting employees to talk about other non-work subjects.

6.

Respondent, by the individuals named below, about the dates and in the locations opposite their names, interrogated employees about their protected, concerted, and/or union activities and the protected, concerted and/or union activities of other employees:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	Between December 9, 2021 and February 5, 2022, a more precise date currently unknown to the General Counsel	Via Phone
(b) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	About April 3, 2022	Via Phone

7.

Respondent, by the individuals named below, about the dates and in the locations opposite their names, threatened employees with unspecified reprisal if they declined to listen to employer speech concerning employee exercise of Section 7 rights:

AGENT	DATE	LOCATION
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(a) (b) (6), (b) (7)(C)	Around March 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	April 5 2022	Nichols Hills Store
(d) (b) (6), (b) (7)(C)	Around April 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(e) (b) (6), (b) (7)(C)	April 18, 2022	23 rd and Robinson Store
(f) (b) (6), (b) (7)(C)	April 22, 2022	23 rd and Robinson Store
(g) (b) (6), (b) (7)(C)	May 11, 2022	23 rd and Robinson Store

8.

Respondent, by the individuals named below, about the dates and at the locations opposite their names, threatened employees with loss of access to Respondent if they selected the Union as their bargaining representative:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	About April 5, 2022	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	About April 5, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	About May 11, 2022	23 rd and Robinson Store

9.

About March 2022, a more precise date currently unknown to the General Counsel, Respondent, through (b) (6), (b) (7)(C), at Respondent's Nichols Hills Store,

(a) Threatened employees with the loss of previously announced pay raises if they selected the Union as their bargaining representative.

(b) By telling employees that they would not get a better contract than what had been negotiated at a Starbuck's Store in Canada, informed its employees that it would be futile for them to select the Union as their bargaining representative.

10.

About March 17, 2022, Respondent, through (b) (6), (b) (7)(C), at Respondent's Nichols Hills Store, threatened employees job loss if they failed to join a union if they selected the Union as their bargaining representative.

11.

Respondent, by the individuals named below, about the dates and at the locations opposite their names, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	April 5, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	April 22, 2022	23 rd and Robinson Store

12.

About April 22, 2022, Respondent, through (b) (6), (b) (7)(C), at Respondent's 23rd and Robinson Store,

(a) By telling them that the Union could assist with only pay and benefits, informed its employees that it would be futile for them to select the Union as their bargaining representative.

(b) Threatened employees with the loss of the ability to transfer to other stores if they selected the Union as their bargaining representative.

13.

About May 11, 2022, Respondent, through (b) (6), (b) (7)(C), at Respondent's 23rd and Robinson Store, threatened employees with the loss of enhanced benefits announced for non-unionized facilities, if they elected the Union as their bargaining representative.

14.

At all material times, starting at page 29 of its Partner Guide, "Dress Code and Personal Appearance" rules (Dress Code Rules), Respondent has maintained the following rule:

Shirts, Sweaters and Jackets

Shirts must be clean, wrinkle free, and in a style appropriate for food service that allows freedom of movement but does not present a safety hazard. Shirts must cover the mid section when arms are raised. Sleeves must cover the armpits. Sweatshirts and hooded shirts are not acceptable. Shirts may have a small manufacturer's logo, but must not have other logos, writings or graphics. The base shirt color must be within the color palette (black, gray, navy blue, brown, khaki or white). These same colors may be the base color for a subdued, muted pattern. Starbucks® issued promotional shirts may be worn for events or when still relevant for product marketing. Solid color sweaters or jackets within the color palette may be worn. Other than a small manufacturer's logo, outerwear must not have logos or writings. Starbuckscoffee.com offers reasonably priced, dress code approved shirts for sale. Partners can also check the site for information on retail clothing discounts through vendor partnerships.

15.

Respondent, by the individuals named below, since about the date(s) and at the locations opposite their names enforced the Dress Code Rules described above in Paragraph 14 selectively and disparately by applying it more strictly against employees who formed, joined, or assisted

the Union, and/or by prohibiting union insignia and logos while allowing nonunion insignia and logos:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	April 23, 2022	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	May 9, 2022	23 rd and Robinson Store

16.

Respondent, by the individuals named below, since about the date(s) and at the locations opposite their names, prohibited employees from recording conversations under Respondent's no recording policy:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	March 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	April 5, 2022	Nichols Hills Store
(d) (b) (6), (b) (7)(C)	April 18, 2022	23 rd and Robinson Store
(e) (b) (6), (b) (7)(C)	April 22, 2022	23 rd and Robinson Store

17.

Respondent, by (b) (6), (b) (7)(C), on the dates set forth below, at Respondent's 23rd and Robinson Store, told employees that shift supervisor meetings were cancelled because employees engaged in union activities:

- (a) About April 12, 2022.

(b) About May 9, 2022.

18.

(a) From about April 12, 2022 through June 1, 2022, Respondent, at Respondent's 23rd and Robinson Store, eliminated shift meetings from the schedule.

(b) Respondent engaged in the conduct described above in paragraph 18(a) because the employees of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

19.

(a) About (b) (6), (b) (7)(C), 2022, Respondent issued a coaching to (b) (6), (b) (7)(C).

(b) About (b) (6), (b) (7)(C), 2022, Respondent discharged (b) (6), (b) (7)(C).

(c) Respondent engaged in the conduct described above in paragraph 19(a) and (b) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

20.

By the conduct described above in paragraphs 5 through 13, 15-17, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

21.

By the conduct described above in paragraphs 18 and 19, Respondent has been discriminating in regard to hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

22.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

23.

The General Counsel seeks, as part of the remedy for Respondent's unfair labor practices alleged above, an Order requiring Respondent to:

(a) Electronically post the Notice to Employees if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, text message, website, or intranet to communicate with those employees;

(b) Electronically distribute the Notice to Employees to all employees employed by Respondent by text messaging, posting on social media websites, and posting on internal apps and any other means by which Respondent communicates with its employees;

(c) At a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative (b) (6), (b) (7)(C) read the Notice to Employees and an Explanation of Rights to employees at Respondent's Nichols Hills Store on worktime in the presence of a Board agent, a representative of the Union, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically (b) (6), (b) (7)(C). Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(d) At a meeting or meetings scheduled to ensure the widest possible attendance, require Respondent's representative (b) (6), (b) (7)(C) read the Notice to Employees and an Explanation of Rights to employees at Respondent's 23rd and Robinson Store on worktime in the presence

of a Board agent, and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically (b) (6), (b) (7)(C). Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(e) Conduct a training session for its managers and supervisors on their obligations under the Act;

(f) Allow a duly-appointed Board agent to enter the Respondent's facilities, during the 60 day posting period, at reasonable times and in a manner not to unduly interfere with the Respondent's operations, for the limited purpose of determining whether the Respondent is in compliance with the notice posting, distribution, and mailing requirements.

(g) Make whole (b) (6), (b) (7)(C) including, but not limited to, reimbursement of direct or foreseeable consequential damages (b) (6) incurred as a result of Respondent's unlawful conduct.

(h) Draft and send a letter to (b) (6), (b) (7)(C) apologizing to (b) (6), (b) (7) for (b) (6) discharge and any hardship or distress it caused and provide a copy of the letter to the Regional Director within 14 days of distribution.

(i) Make whole shift supervisors employed at Respondent's 23rd and Robinson Store between April 12, 2022 and June 1, 2022, including, but not limited to, reimbursement of direct and foreseeable consequential damages they incurred as a result of Respondent's unlawful conduct.

(j) The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing. The answer must be **received by this office on or before January 11, 2023**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and

Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **April 11, 2023, at 9:00am**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board, at a location to be determined in the Oklahoma City, Oklahoma area. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 28, 2022



CARLA K. COFFMAN
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14/SUBREGION 17
8600 FARLEY STREET
SUITE 100
OVERLAND PARK, KS 66212-4677

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 14-CA-294830 et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Harold Schultz, President and CEO
Starbucks Corporation
1123 NW 63rd Avenue
Nichols Hills, OK 73116

Kimberly Doud , Esq.
Littler Mendelson, PC
111 North Orange Avenue
Suite 1750
Orlando, FL 32801

(b) (6), (b) (7)(C)

Starbucks Corporation
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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

STARBUCKS CORPORATION

Case 14-CA-294830

and

WORKERS UNITED

**NOTICE OF PRE-HEARING
SETTLEMENT CONFERENCE**

WHEREAS, a Complaint and Notice of Hearing issued in the above-captioned proceeding, pursuant to Section 10 of the National Labor Relations Act, and

It being the policy of the General Counsel and the Board to undertake all reasonable means of accomplishing the settlement of such proceedings without the necessity for litigation which is time consuming and expensive for the Board as well as all parties,

PLEASE TAKE NOTICE that **on the 14th day of March, 2023 at 2:00 p.m., (CT) (a phone settlement conference)**, will be conducted for all parties and their counsel or other representatives.

Dated: December 28, 2022

/s/ CARLA K. COFFMAN
CARLA K. COFFMAN
ACTING OFFICER IN CHARGE
NATIONAL LABOR RELATIONS BOARD
SUBREGION 17
8600 FARLEY STREET, SUITE 100
OVERLAND PARK, KS 66212-4677

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

STARBUCKS CORPORATION,

Respondent,

and

WORKERS UNITED,

Charging Party.

Case Nos. 14-CA-294830

14-CA-296504

14-CA-296656

**RESPONDENT STARBUCKS CORPORATION'S ANSWER AND AFFIRMATIVE
DEFENSES TO CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Respondent Starbucks Corporation hereby files this Answer to the Regional Director's Consolidated Complaint and Notice of Hearing (the "Complaint"), as follows. To the extent any allegation or request for relief below is not expressly admitted, Respondent denies same.

Unnumbered Paragraphs

The unnumbered Paragraphs contain legal conclusions for which no response is required. To the extent a response is required, Respondent denies the allegations, denies that it has violated the Act, and denies that this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing was properly issued pursuant to Section 10(b) of the Act and § 102.15 of the Board's Rules and Regulations.

1.

(a) The charge in Case 14-CA-294830 was filed by the Union on April 28, 2022, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(a) of the Complaint.

(b) The amended charge in Case 14-CA-294830 was filed by the Union on June 6, 2022, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(b) of the Complaint.

(c) The charge in Case 14-CA-296504 was filed by the Union on May 26, 2022, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(c) of the Complaint.

(d) The first amended charge in Case 14-CA-296504 was filed by the Union on June 9, 2022, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(d) of the Complaint.

(e) The second amended charge in Case 14-CA-296504 was filed by the Union on July 1, 2022, and a copy was served on Respondent by U.S. mail on July 6, 2022.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(e) of the Complaint.

(f) The third amended charge in Case 14-CA-296504 was filed by the Union on July

15, 2022, and a copy was served on Respondent by U.S. mail on July 18, 2022.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(f) of the Complaint.

(g) The fourth amended charge in Case 14-CA-296504 was filed by the Union on December 12, 2022, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(g) of the Complaint.

(h) The charge in Case 14-CA-296656 was filed by the Union on May 27, 2022, and a copy was served on Respondent by U.S. mail on May 31, 2022.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(h) of the Complaint.

(i) The first amended charge in Case 14-CA-296656 was filed by the Union on October 20, 2022, and a copy was served on Respondent by U.S. mail on October 21, 2022.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(i) of the Complaint.

(j) The second amended charge in Case 14-CA-296656 was filed by the Union on December 6, 2022, and a copy was served on Respondent by U.S. mail on December 7, 2022.

ANSWER: Respondent is without sufficient knowledge to admit or deny the alleged date on which the charges were filed, amended, or served and, therefore, denies the allegations in Paragraph 1(j) of the Complaint.

2.

(a) At all material times, Respondent has been a Washington corporation with offices and places of business throughout the United States, including locations at 1123 NW 63rd Avenue, Nichols Hills, Oklahoma (Respondent's Nichols Hills Store) and 132 NW 23rd Street, Oklahoma City, Oklahoma (Respondent's 23rd and Robinson Store), and has been engaged in operating public restaurants selling food and beverages.

ANSWER: It is not clear what period of time is encompassed by the phrase "at all material times" used in Paragraph 2(a) of the Complaint. Respondent therefore only admits that, since January 1, 2022 through the present time, it has been a corporation with its office and principal place of business in Seattle, Washington and has had places of business at 1123 NW 63rd Avenue, Nichols Hills, Oklahoma and 132 NW 23rd Street, Oklahoma City, Oklahoma. Respondent further admits that it been engaged in operating public restaurants selling food and beverages at the aforementioned locations. Respondent denies all other allegations in Paragraph 2(a) of the Complaint.

(b) In conducting its operations during the 12-month period ending November 30, 2022, Respondent derived gross revenues in excess of \$500,000.

ANSWER: Respondent admits the allegations in Paragraph 2(b) of the Complaint.

(c) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Nichols Hills Store goods valued in excess of \$50,000 directly from points outside of the State of Oklahoma.

ANSWER: Respondent admits the allegations in Paragraph 2(c) of the Complaint.

(d) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its 23rd and Robinson Store goods valued in excess of \$50,000 directly from points outside of the State of Oklahoma.

ANSWER: Respondent admits the allegations in Paragraph 2(d) of the Complaint.

(e) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER: It is not clear what period of time is encompassed by the phrase “[a]t all material times” used in Paragraph 2(e) of the Complaint. Respondent therefore only admits that, since January 1, 2022 through the present time, it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

ANSWER: It is not clear what period of time is encompassed by the phrase “[a]t all material times” used in Paragraph 3 of the Complaint. Respondent therefore only admits that, upon information and belief, Charging Party has been a labor organization within the meaning of Section 2(5) of the Act from January 1, 2022 through the present time.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

-

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) - (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) - (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) - (b) (6), (b) (7)(C)

ANSWER: It is not clear what period of time is encompassed by the phrase “[a]t all material times” used in Paragraph 4 of the Complaint. Respondent denies (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) held the positions set forth opposite their respective names at “all material times.” Respondent admits (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) held the positions set forth opposite their respective names at least since January 1, 2022. Respondent admits the individuals working for Respondent in the job titles listed in Paragraph 4 of the Complaint are supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act. Respondent denies all other allegations in Paragraph 4 of the Complaint.

5.

(a) About December 9, 2021, Respondent, by (b) (6), (b) (7)(C), via text message prohibited employees from discussing the Union while permitting employees to talk about other non-work subjects.

ANSWER: Respondent denies the allegations in Paragraph 5(a) of the Complaint.

(b) About December 9, 2021, Respondent, by (b) (6), (b) (7)(C), via phone, prohibited employees from discussing the Union while permitting employees to talk about other non-work subjects.

ANSWER: Respondent denies the allegations in Paragraph 5(b) of the Complaint.

6.

Respondent, by the individuals named below, about the dates and in the locations opposite their names, interrogated employees about their protected, concerted, and/or union activities and the protected, concerted and/or union activities of other employees:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	Between December 9, 2021 and February 5, 2022, a more precise date currently unknown to the General Counsel	Via Phone
(b) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	About April 3, 2022	Via Phone

ANSWER: Paragraph 6 contains legal conclusions to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 6 of the Complaint.

7.

Respondent, by the individuals named below, about the dates and in the locations opposite their names, threatened employees with unspecified reprisal if they declined to listen to employer speech concerning employee exercise of Section 7 rights:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	Around March 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	April 5, 2022	Nichols Hills Store
(d) (b) (6), (b) (7)(C)	Around April 2022, a more precise date currently unknown to General Counsel	Nichols Hills Store
(e) (b) (6), (b) (7)(C)	April 18, 2022	23rd and Robinson Store
(f) (b) (6), (b) (7)(C)	April 22, 2022	23rd and Robinson Store
(g) (b) (6), (b) (7)(C)	May 11, 2022	23rd and Robinson Store

ANSWER: Paragraph 7 contains legal conclusions to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 7 of the

Complaint.

8.

Respondent, by the individuals named below, about the dates and at the locations opposite their names, threatened employees with loss of access to Respondent if they selected the Union as their bargaining representative:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	About April 5, 2022	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	About April 5, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	About May 11, 2022	23rd and Robinson Store

ANSWER: Paragraph 8 contains legal conclusions to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 8 of the Complaint.

9.

About March 2022, a more precise date currently unknown to the General Counsel, Respondent, through (b) (6), (b) (7)(C), at Respondent's Nichols Hills Store:

(a) Threatened employees with the loss of previously announced pay raises if they selected the Union as their bargaining representative.

ANSWER: Paragraph 9(a) contains a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 9(a) of the Complaint.

(b) By telling employees that they would not get a better contract than what had been negotiated at a Starbucks Store in Canada, informed its employees that it would be futile for them to select the Union as their bargaining representative.

ANSWER: Paragraph 9(b) contains a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 9(b) of the

Complaint.

10.

About March 17, 2022, Respondent, through (b) (6), (b) (7)(C), at Respondent's Nichols Hills Store, threatened employees job loss if they failed to join a union if they selected the Union as their bargaining representative.

ANSWER: Paragraph 10 contains a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 10 of the Complaint.

11.

Respondent, by the individuals named below, about the dates and at the locations opposite their names, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	April 5, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	April 22, 2022	23rd and Robinson Store

ANSWER: Paragraph 11 contains legal conclusions to which no response is required. To the extent a response is required, Respondent denies the allegations of Paragraph 11 of the Complaint.

12.

About April 22, 2022, Respondent, through (b) (6), (b) (7)(C), at Respondent's 23rd and Robinson Store,

(a) By telling them that the Union could assist with only pay and benefits, informed its employees that it would be futile for them to select the Union as their bargaining representative.

ANSWER: Paragraph 12(a) contains a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 12(a) of the Complaint.

(b) Threatened employees with the loss of the ability to transfer to other stores if they selected the Union as their bargaining representative.

ANSWER: Paragraph 12(b) contains a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 12(b) of the Complaint.

13.

About May 11, 2022, Respondent, through (b) (6), (b) (7)(C), at Respondent's 23rd and Robinson Store, threatened employees with the loss of enhanced benefits announced for non-unionized facilities, if they elected the Union as their bargaining representative.

ANSWER: Paragraph 13 is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies Paragraph 13 of the Complaint.

14.

At all material times, starting at page 29 of its Partner Guide, "Dress Code and Personal Appearance" rules (Dress Code Rules), Respondent has maintained the following rule:

Shirts, Sweaters and Jackets

Shirts must be clean, wrinkle free, and in a style appropriate for food service that allows freedom of movement but does not present a safety hazard. Shirts must cover the mid section when arms are raised. Sleeves must cover the armpits. Sweatshirts and hooded shirts are not acceptable. Shirts may have a small manufacturer's logo, but must not have other logos, writings or graphics. The base shirt color must be within the color palette (black, gray, navy blue, brown, khaki or white). These same colors may be the base color for a subdued, muted pattern. Starbucks® issued promotional shirts may be worn for events or

when still relevant for product marketing. Solid color sweaters or jackets within the color palette may be worn. Other than a small manufacturer's logo, outerwear must not have logos or writings. Starbuckscoffeegear.com offers reasonably priced, dress codeapproved shirts for sale. Partners can also check the site for information on retail clothingdiscounts through vendor partnerships.

ANSWER: It is not clear what period of time is encompassed by the phrase "[a]t all material times" used in Paragraph 14 of the Complaint. Respondent therefore admits only that it has maintained the Dress Code and Personal Appearance policy stated in Paragraph 14 since January 1, 2022.

15.

Respondent, by the individuals named below, since about the date(s) and at the locations opposite their names enforced the Dress Code Rules described above in Paragraph 14 selectively and disparately by applying it more strictly against employees who formed, joined, or assisted the Union, and/or by prohibiting union insignia and logos while allowing nonunion insignia and logos:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	April 23, 2022	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	May 9, 2022	23rd and Robinson Store

ANSWER: Respondent denies the allegations in Paragraph 15 of the Complaint.

16.

Respondent, by the individuals named below, since about the date(s) and at the locations opposite their names, prohibited employees from recording conversations under Respondent's no recording policy:

AGENT	DATE	LOCATION
(a) (b) (6), (b) (7)(C)	March 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(b) (b) (6), (b) (7)(C)	March 17, 2022	Nichols Hills Store
(c) (b) (6), (b) (7)(C)	April 5, 2022	Nichols Hills Store
(d) (b) (6), (b) (7)(C)	April 18, 2022	23rd and Robinson

(e) (b) (6), (b) (7)(C)	April 22, 2022	23rd and Robinson
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ANSWER: Respondent denies the allegations in Paragraph 16 of the Complaint.

17.

Respondent, by (b) (6), (b) (7)(C), on the dates set forth below, at Respondent's 23rd and Robinson Store, told employees that shift supervisor meetings were cancelled because employees engaged in union activities:

(a) April 12, 2022

ANSWER: Respondent denies the allegations in Paragraph 17(a) of the Complaint.

(b) About May 9, 2022

ANSWER: Respondent denies the allegations in Paragraph 17(b) of the Complaint.

18.

(a) From about April 12, 2022 through June 1, 2022, Respondent, at Respondent's 23rd and Robinson Store, eliminated shift meetings from the schedule.

ANSWER: Respondent denies the allegations in Paragraph 18(a) of the Complaint.

(b) Respondent engaged in the conduct described above in paragraph 18(a) because the employees of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

ANSWER: Respondent denies the allegations in Paragraph 18(b) of the Complaint.

19.

(a) About (b) (6), (b) (7)(C), 2022, Respondent issued a coaching to (b) (6), (b) (7)(C).

ANSWER: Respondent admits a coaching was issued to (b) (6), (b) (7)(C). However, Respondent is without sufficient knowledge to admit or deny the alleged date on which the coaching was issued and, therefore, denies the remaining allegations in Paragraph 19(a) of the

Complaint.

(b) About (b) (6), (b) (7)(C), 2022, Respondent discharged (b) (6), (b) (7)(C).

ANSWER: Respondent admits Respondent discharged (b) (6), (b) (7)(C). However, Respondent is without sufficient knowledge to admit or deny the alleged date on which the discharge occurred and, therefore, denies the remaining allegations in Paragraph 19(b) of the Complaint.

(c) Respondent engaged in the conduct described above in paragraph 19(a) and (b) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

ANSWER: Respondent denies the allegations in paragraph 19(c) of the Complaint.

20.

By the conduct described above in paragraphs 5 through 13, 15-17, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER: Paragraph 20 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 20 of the Complaint.

21.

By the conduct described above in paragraphs 18 and 19, Respondent has been discriminating in regard to hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

ANSWER: Paragraph 21 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 21

of the Complaint.

22.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER: Paragraph 22 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 22 of the Complaint.

23.

The General Counsel seeks, as part of the remedy for Respondent's unfair labor practices alleged above, an Order requiring Respondent to:

(a) Electronically post the Notice to Employees if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, text message, website, or intranet to communicate with those employees;

(b) Electronically distribute the Notice to Employees to all employees employed by Respondent by text messaging, posting on social media websites, and posting on internal apps and any other means by which Respondent communicates with its employees;

(c) At a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative (b) (6), (b) (7)(C) read the Notice to Employees and an Explanation of Rights to employees at Respondent's Nichols Hills Store on worktime in the presence of a Board agent, a representative of the Union, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically (b) (6), (b) (7)(C). Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(d) At a meeting or meetings scheduled to ensure the widest possible attendance, require Respondent's representative (b) (6), (b) (7)(C) read the Notice to Employees and an Explanation of Rights to employees at Respondent's 23rd and Robinson Store on worktime in the presence of a Board agent, and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically (b) (6), (b) (7)(C). Such Notice reading to be recorded and distributed to employees

electronically via email and/or other electronic means.

(e) Conduct a training session for its managers and supervisors on their obligations under the Act;

(f) Allow a duly-appointed Board agent to enter the Respondent's facilities, during the 60 day posting period, at reasonable times and in a manner not to unduly interfere with the Respondent's operations, for the limited purpose of determining whether the Respondent is in compliance with the notice posting, distribution, and mailing requirements.

(g) Make whole (b) (6), (b) (7)(C) including, but not limited to, reimbursement of direct or foreseeable consequential damages (b) (6) incurred as a result of Respondent's unlawful conduct.

(h) Draft and send a letter to (b) (6), (b) (7)(C) apologizing to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) discharge and any hardship or distress it caused and provide a copy of the letter to the Regional Director within 14 days of distribution.

(i) Make whole shift supervisors employed at Respondent's 23rd and Robinson Store between April 12, 2022 and June 1, 2022, including, but not limited to, reimbursement of direct and foreseeable consequential damages they incurred as a result of Respondent's unlawful conduct.

(j) The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices.

ANSWER: In response to Paragraphs 23(a)-(j) of the Complaint, Respondent denies the General Counsel's characterization the Order General Counsel seeks is just and proper, constitutional, or even authorized under the Act, denies the General Counsel, Charging Party, or Individual are entitled to any of the requested remedies as set forth in the Complaint, and denies the requested forms of relief under this Complaint serve appropriate remedial purposes under the Act. Without waiving the generality of the foregoing, Respondent denies the extraordinary remedies of electronically posting, emailing, texting or otherwise posting through electronic means such as an electronic bulletin board, website or intranet the notice and/or reading of the notice in the presence of a Board Agent and Union Representative at the Respondent's stores are appropriate under the United States Constitution, the Act, and or the circumstances of these cases. Respondent further avers that the General Counsel's requests for an apology letter, consequential damages,

and an order requiring training of supervisors are not allowable remedies and, even if they were, they would be punitive and extraordinary remedies that is not appropriate under the circumstances of this case. Additionally, Respondent denies the appropriateness of speculative “direct or foreseeable” consequential damages as punitive, unjust enrichment, and improper under the Act.

24.

To the extent not expressly admitted herein, all allegations in the Complaint are denied.

AFFIRMATIVE AND OTHER DEFENSES

Respondent alleges and asserts the following affirmative defenses, and reserves the right to assert additional affirmative defenses which become appropriate during the course of these proceedings:

1. The allegations in the Complaint fail to state a claim upon which relief may be granted.
2. The allegations in the Complaint are barred by the after-acquired evidence doctrine.
3. The allegations in the Complaint are impermissibly vague and ambiguous and a denial of due process under the Act and the U.S. Constitution.
4. The allegations in the Complaint, and the charges underlying the Complaint were filed and made in bad faith, and for vexatious and improper purposes, including to infringe upon Respondent’s rights and the operation of its business.
5. To the extent the Complaint contains allegations beyond the scope of the charges, or evidence offered at trial is not encompassed within the charges, as required in Section 10(b) of the Act, such allegations and/or evidence are barred.

6. The Complaint was issued without affording Respondent adequate notice of the purported basis for the underlying charges and/or a fair and equal opportunity to present evidence responding to the charges, thus depriving Respondent of the due process to which it is entitled under the Act and the U.S. Constitution.

7. Respondent has at all times acted in good faith, for legitimate non-discriminatory reasons, consistent with its rules and past practices, and in compliance with the Act and decisions interpreting the Act issued by the Board and federal courts.

8. Respondent acted at all times in accordance with its lawful property and managerial rights.

9. Respondent disciplined (b) (6), (b) (7)(C) for lawful reasons and regardless of any alleged protected, concerted activity on (b) (6), part.

10. Respondent has not, at any time, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights under the Act.

11. The same actions would have been taken by Respondent even in the absence of the protected or union activities alleged in the Complaint or otherwise.

12. Any meeting held by Respondent with its partners and any statement made by any of Respondent's supervisor's and/or agents during the time covered by the Complaint fall within the ambit of Section 8(c) of the Act, the First Amendment to the United States Constitution, and as such, neither constitutes nor can be used as evidence of an unfair labor practice.

13. To the extent any statement made by any of Respondent's agents, supervisors and/or agents was an incomplete or misstatement of law, neither constitutes nor can be used as evidence of an unfair labor practice.

14. Respondent acted pursuant to its existing rules and practices, the individuals

identified in the Complaint violated Respondent's rules and practices, and also interfered with their own work, the work of employees and/or with Respondent's operations.

15. The National Labor Relations Board is not empowered to substitute its judgment for Respondent's lawful employment decisions and enforcement of its policies and by way of its remedies.

16. Respondent's Dress Code is lawful under the standards set forth both in *The Boeing Co.*, 365 NLRB No. 154 (2017).

17. Assuming, arguendo, any Complaint allegation is found to be a violation of the Act, a retroactive remedy would be a manifest injustice and denial of due process.

18. If any conduct alleged in the Complaint is found to be a violation of the Act, said conduct had a de minimis impact on rights guaranteed by Section 7 of the Act and thus no remedy exists that would further the purposes of the Act.

19. Insofar as this case comes before the Board, Members Gwynne Wilcox and David Prouty should recuse themselves based on their past, present, and perceived relationship with the Service Employees ("SEIU") International and Local Unions, and their affiliates, including both Charging Parties.

20. Any Complaint allegations outside the applicable statute of limitations or any evidence relating to conduct outside the applicable statute of limitations are time barred by Section 10(b) of the Act.

21. The allegations in the Amended Complaint are directly contrary to settled Board law and have a clear chilling effect on Respondent's constitutional and statutory rights to communicate with its partners about unions including without limitation their right to refrain from supporting any union.

22. By virtue of its actions and inactions, the Region has exceeded or abused its authority under the U.S. Constitution and other laws in the investigation of the unfair labor practice charge(s) and issuance of the Complaint, including the denial of Respondent's due process.

23. The Region has exceeded or abused its authority under the U.S. Constitution and other laws in pursuing the unfair labor practice charges in Case Nos. 14-CA-291388, 15-CA-291952 and 10-CA-291956 and issuing the Complaint based on those charges. The Region failed to remain neutral as bringing the claims set forth in the Complaint aim solely to influence the outcome of non-adversarial representation cases to discourage and chill Respondent and its counsel from asserting their lawful claims and defenses. The NLRB's actions prejudice Respondent by seeking to restrict its counsel in the exercise of diligence in accordance with ABA Rule 1.3.

24. Respondent learned of a whistleblower complaint by a career NLRB professional alleging election misconduct by Board personnel and the Union in Respondent's elections, including elections in Region 14. The whistleblower complaint reflects significant bias in the processing of cases involving Respondent, including, but not limited to, violating the Section 7 rights of its partners and collaborating with the Union to affect the outcome of elections. This misconduct demonstrates a failure of the Board—and Region 14—to maintain and protect the integrity and neutrality of its processes involving Respondent, impugns the impartiality the Board is statutorily required to maintain, and provides an additional basis for dismissing the Complaint.

25. By virtue of their actions, inactions, bias and/or conflicts of interest referenced in Affirmative Defense No. 24 above, the Board, the General Counsel, and/or Region 14 has failed to remain neutral in their investigation of the allegations in and pursuit of the Complaint, violated the Board's Rules and Regulations, abdicated its statutory duties, and have denied Respondent due

process of law.

26. The Act, as interpreted and/or applied in this case, violates the Respondent's rights under the U.S. Constitution and conflicts with the First Amendment, including the Petition Clause and the *Noerr-Pennington* doctrine.

27. Respondent relied on the law as it exists and as it existed at the time of its actions.

28. Respondent's policies are lawful under the standards set forth in *Shell Oil Co., Inc.*, 77 NLRB 1306 (1948) and its progeny.

29. Respondent's actions constitute a continuation of past operation policies or practices and is therefore a mere continuation of the status quo and does not constitute a unilateral change in terms and conditions of employment.

30. Through this Complaint, the General Counsel is engaged in improper rulemaking in violation of the Administrative Procedures Act.

31. The Complaint, and the General Counsel's pursuit of same, violates Respondent's rights under the Seventh Amendment to United States Constitution, for it constitutes an improper assignment of the adjudication of claims to which Respondent has the right of a jury trial, to an administrative agency instead.

32. The Complaint and all claims therein are barred by the equitable doctrines of waiver, estoppel, and unclean hands.

33. Any admission(s) herein, unless otherwise specified, is made with the limited interpretation that the otherwise undefined phrase "at all material times" refers strictly to a limited timeframe covering only the period of time during which the disputed "allegations" contained in the Amended Complaint are being claimed.

34. The remedies sought are punitive remedies not supported by the remedial purpose

of the National Labor Relations Act.

35. The Complaint, and the General Counsel's pursuit of same, violates Respondent's rights under the United States Constitution, because the National Labor Relations Board's method of appointing Administrative Law Judges violates the Appointments Clause of United States Constitution.

36. The Complaint, and the General Counsel's pursuit of same, constitutes an improper combination of investigatory, prosecutorial, and adjudicatory functions which violates the Respondent's due process rights under the United States Constitution.

37. The Complaint, and the General Counsel's pursuit of same, should be stayed pending the Supreme Court's issuance of decisions in *Securities and Exchange Commission v. Cochran*, Docket No. 21-1239 (oral argument held November 7, 2022) and *Axon Enterprise, Inc. v. Federal Trade Commission*, Docket No. 21-86 (oral argument held November 7, 2022).

38. Respondent reserves the right to amend, modify, revise, and plead further any additional defenses, affirmative or otherwise, during the course of these proceedings.

WHEREFORE, Respondent Starbucks Corporation prays that an Order dismissing the Complaint in its entirety with prejudice be entered and that Respondent have such other and further relief to which it may be entitled.

Dated: January 11, 2023

Respectfully submitted,

LITTLER MENDELSON, P.C.

/s/ Kimberly J. Doud

Kimberly J. Doud, Esq.
Elizabeth B. Carter, Esq.
111 North Orange Avenue, Suite 1750
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2001 Ross Avenue, Suite 1500
Dallas, TX 75201
Telephone: (214) 880-8400
Facsimile: (214) 292-8880
aploof@littler.com

*Attorneys for Respondent
Starbucks Corporation*

CERTIFICATE OF SERVICE

I hereby certify that, on this 11th day of January, 2023, the foregoing *Respondent's Answer to Consolidated Complaint and Notice of Hearing* in Case Nos. 14-CA-294830, 14-CA-296504, 14-CA-296656 was filed with the Regional Director for Region 14 via the Agency's E-Filing System, and that a copy of the foregoing was served upon the following parties on even date via electronic mail:

Manuel Quinto-Pozos
Matt Bachop
Counsel for Charging Party
Deats Durst & Owen, PLLC
8140 N. Mopac Expy
Building 4, Suite 250
Austin, TX 78759
mqp@ddollaw.com
mbachop@ddollaw.com

Andrea J. Wilkes, Regional Director
National Labor Relations Board
Region 14
1222 Spruce Street, Rm 8.302
Saint Louis, MO 63103-2829
andrea.wilkes@nrlrb.gov

Carla K. Coffman, Acting Regional Director
National Labor Relations Board
Region 14, Subregion 17
8600 Farley Street
Overland Park, KS 66212
carla.coffman@nrlrb.gov

/s/ Kimberly Doud
An Attorney for Respondent

4856-0684-6280.4 / 055187-2531

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
SECOND AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:**DO NOT WRITE IN THIS SPACE**


Case	Date Filed
14-CA-297531	January 25, 2023

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Starbucks Corporation		b. Tel. No. (206) 318-2212
		c. Cell No.
d. Address (Street, city, state, and ZIP code) 3616 N. May Ave., Oklahoma City, OK 73112	e. Employer Representative Howard Schultz (see attached for (b) (6), (b) (7)(C))	f. Fax No.
		g. e-mail hschultz@starbucks.com
		h. Number of Workers Employed 28
i. Type of Establishment (factory, mine, wholesaler, etc.) Retail	j. Identify Principal Product or Service Coffee	
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		

Please see attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Workers United	
4a. Address (Street and number, city, state, and ZIP code) 22 S 22ND ST, PHILADELPHIA, PA 19103	4b. Tel. No. (646)448-6414
	4c. Cell No.
	4d. Fax No. (215)575-9065
	4e. e-mail rminter@pjbwu.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
 (signature of representative or person making charge)	
Manuel Quinto-Pozos, Attorney (Print/type name and title or office, if any)	
Date: 1/25/2023	
Address: 8104 N. Mopac Expy., Building 4, Suite 250, Austin TX 78759	
Tel. No. (512) 474-6200	
Office, if any, Cell No.	
Fax No. (512) 474-7896	
e-mail mqp@ddollaw.com	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Second Amended Charge Against Employer – Starbucks Corporation
NLRB Region 14**

Section 1(e) – Employer Representative

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[starbucks.com](https://www.starbucks.com)

Section 2. – Basis of the Charge

Since on or around May 12, 2022, the Employer, through (b) (6), (b) (7)(C), interfered with, restrained, and coerced employees in the exercise of rights protected by Section 7 of the Act in violation of Section 8(a)(1) of the Act by:

- Promising benefits to employees during captive audience meetings to discourage employee support for the Union, including promises
 - Of promotional opportunities;
 - Of enhanced wages and benefits if employees voted not to be represented by the Union;
 - Of new training benefits;
 - To remedy grievances raised about implementation of training;
 - To provide additional staffing to ensure employees could maximize new training benefits being offered.
- Threatening employees with loss of wages and benefits and with less desirable working conditions if employees voted to be represented by the Union, including threatening
 - Loss of management flexibility;
 - To withhold previously announced wage and/or benefit enhancements while a petition for union representation is pending;
 - To withhold any wage and/or benefit enhancements announced in the future if there is a pending petition for union representation;
 - To withhold previously announced wage and/or benefit enhancements if they voted to be represented by the Union.
- Enforcing the Employer's no-recording policy to restrict Section 7 activity.
- Threatening employees with discipline if they violated the Employer's no-recording policy.
- Communicating to employees that selecting the Union as their representative would be futile by telling employees
 - The Employer would not bargain over policies and procedures with the Union;
 - The bargaining period is 12 to 14 months and employees would not be eligible for announced changes during bargaining.
- Making coercive statements to employees that the Employer was legally obligated to tell them the truth but that the Union was able to lie to them to undermine support for the Union.

On or around April 12, 2022 and May 12, 2022, the Employer, through (b) (6), (b) (7)(C), threatened employees with reprisal if they declined to list to employer speech during group and one-on-one meetings concerning employee exercise of Section 7 rights in violation of Section 8(a)(1) of the Act.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010



Download
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January 26, 2023

(b) (6), (b) (7)(C)

Starbucks Corporation
3616 N. May Ave.
Oklahoma City, OK 73112

Re: Starbucks Corporation
Case 14-CA-297531

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of the second amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney JULIE M. COVEL whose telephone number is (913)275-6537. If the agent is not available, you may contact Supervisory Field Attorney WILLIAM LEMASTER whose telephone number is (913)275-6524.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the second amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a

written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,



ANDREA J. WILKES
Regional Director

AJW:kec

Enclosure: Copy of second amended charge

cc: Howard Schultz, President & CEO
Starbucks Corporation
2401 Utah Avenue South, Suite 80
Seattle, WA 98134

Rachel Paulk, Attorney
Littler Mendelson, P.C.
420 20th Street North, Suite 2300
Birmingham, AL 35203

Kimberly Doud, ESQ.
Littler Mendelson, PC
111 North Orange Avenue
Suite 1750
Orlando, FL 32801

Elizabeth B. Carter, ESQ.
Littler Mendelson, PC
111 North Orange Avenue
Suite 1750
Orlando, FL 32801

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Charged Party

and

WORKERS UNITED

Charging Party

Case 14-CA-297531

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 26, 2023, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

Starbucks Corporation
3616 N. May Ave.
Oklahoma City, OK 73112

Rachel Paulk, Attorney
Littler Mendelson, P.C.
420 20th Street North, Suite 2300
Birmingham, AL 35203

Howard Schultz, President & CEO
Starbucks Corporation
2401 Utah Avenue South, Suite 80
Seattle, WA 98134

Elizabeth B. Carter, ESQ.
Littler Mendelson, PC
111 North Orange Avenue
Suite 1750
Orlando, FL 32801

Kimberly Doud, ESQ.
Littler Mendelson, PC
111 North Orange Avenue
Suite 1750
Orlando, FL 32801

January 26, 2023

Date

Karen Clemoens, Designated Agent of NLRB

Name

/s/ Karen Clemoens

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010



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January 26, 2023

Richard A. Minter, Organizing Director
Chicago & Midwest Regional Joint Board,
Workers United/SEIU
22 South 22nd Street
Philadelphia, PA 19103

Re: Starbucks Corporation
Case 14-CA-297531

Dear Mr. Minter:

We have docketed the second amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney JULIE M. COVEL whose telephone number is (913)275-6537. If the agent is not available, you may contact Supervisory Field Attorney WILLIAM LEMASTER whose telephone number is (913)275-6524.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the second amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,



ANDREA J. WILKES
Regional Director

AJW:kec
Enclosure

cc: Manuel Quinto-Pozos, Attorney
Deats Durst & Owen, PLLC
8140 N. Mopac Expy.
Ste. 4-250
Austin, TX 78759